

CONTRACT for G-5 Domestic Employee

Section 1. Parties to the Contract and Contract Duration.

(a) This contract (circle one) will/will not be executed in two counterpart copies, one in English and a second in the Filipino language, to facilitate the understanding of the parties, in which case the English-language text shall be deemed controlling. The parties to the contract, the English language copy of which shall be filed promptly with the World Bank Group's Human Resources Service Center, are the following persons:

NILDA T MAYITA (the "Employer"), a staff member of the World Bank Group who resides at 1528 Kojima Drive,
Burke VA 22015 in the United States ("U.S."), is a citizen of the Philippines and holds a G-4 Visa; and CRISTINA F. CRUZ (the "Domestic Employee" or "Employee"), whose permanent address is Talana
Guagua Pampanga, Philippines and is a citizen of the Philippines, holding or applying for a G-5 visa.

Mandatory

(b) The term of this Contract shall be at least one year, commencing on March 1, 2005 and expiring on Feb 28, 2008, and may be extended in writing by mutual agreement between the Employee and Employer, a copy of which must be promptly filed with the Human Resources Service Center of the World Bank Group.

Section 2. Description of Duties. In accordance with the terms and conditions of this Contract, the Employer agrees to employ the Employee at or in connection with the Employer's residence in the position(s) of Domestic Helper (e.g., housekeeper, handyman, cook, babysitter, caretaker, chauffeur or other domestic employee) with the following duties: HOUSEKEEPER/BABYSITTER. The Employee shall work only for the Employer while in the U.S., unless the Employee's G-5 Visa is transferred to a different sponsor with the approval of the U.S. Department of State.

Mandatory

Section 3. Hours of Work. Any time spent during the day where the Employee's presence is required shall be considered hours of work (including hours spent overnight). Hours of work shall also include those hours where an Employee is unable to use the time for personal use. The Employee shall be provided a minimum of 35 hours per week of paid employment. The Employee shall be provided a minimum of at least one full day off each week. The normal number of hours per week shall be 35, including the following normal work hours (specify starting and ending time):

Mandatory

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Start time		9 a.m.	9 a.m.	9 a.m.	3 a.m.	9 a.m.		Mandatory
End time		4 p.m.	4 p.m.	4 p.m.	4 p.m.	4 p.m.		

Initials: NM Employer UPC Employee

Section 4. Time Off from Work. In addition, the Employee will / ~~will not~~ (choose one) be provided time-off from work, as follows:

Number of Holidays (circle one With Pay) / Without Pay): 2

Number of Sick Days (circle one With) / Without Pay): 2

Number of Vacation Days (circle one With / ~~Without Pay~~): 3 weeks

Mandatory

Section 5. Wage. The Employee shall be paid at the rate of \$ 6.72 per hour for all working hours, which is the greater of the minimum wage and the applicable prevailing wage under U.S. State Department guidelines (\$6.72 per hour as of April 2003), subject only to those deductions permitted by law. If the prevailing wage increases during the duration of this Contract and the new prevailing wage is higher than the Employee's pay rate, the Employee must be paid at least the new prevailing wage from the effective date of the prevailing wage change. Wages shall be paid by check or electronic fund transfer to the Employee's bank account, on either a weekly or biweekly basis. Copies of pay records will be provided without charge to the Employee.

Mandatory

Section 6. Overtime Hours and Pay.

(a) Overtime Hours. Any work performed in excess of the normal number of hours worked per week are considered overtime hours.

(b) Overtime Pay. Work in excess of 40 hours per week must be paid as required by state law (the minimum rate of 1.5 times the base hourly wage in Maryland and the minimum rate of the base hourly rate in Virginia or the District of Columbia).

Mandatory

Section 7. Tax Payments. The Employer shall ensure that the Employee obtains a U.S. Social Security card and shall pay the Employer's share of Social Security taxes and Medicare, as well as any other required taxes or contributions, including federal and state unemployment insurance and Workers Compensation insurance, on all wages actually paid. The Employee must pay the Employee's share of Social Security and any applicable federal and state income taxes on all wages.

Mandatory

Section 8. Meals and Lodging. If the Employee resides in the Employer's residence or another property owned or rented by the Employer, meals and lodging expenses will be paid by the Employer and will not be deducted from the Employee's contractual wages. If the Employee resides elsewhere, expenses for meals will not be deducted from the Employee's contractual wages.

Mandatory

Section 9. Medical Insurance. The Employer is required to provide medical insurance for the Employee at no cost to the Employee.

Mandatory

Initials: NSH Employer CFL Employee

Section 10. Domestic Employee Dependents. If the Employee will be accompanied by dependents, for example a spouse or children, the benefits to be provided to the dependents, if any, shall include: N/A. Any minor dependents accompanying the Employee are required to attend school during the school year in compliance with the compulsory schooling laws of the jurisdiction where the Employee resides.

Optional

Section 11. Transportation and Other Costs.

(a) **Mandatory Transportation Provisions:** The Employee will be provided with transportation, at no cost to the Employee, to the U.S. at the beginning of employment and from the U.S. after termination of employment (for any reason).

Mandatory

(b) **Other Employer Costs:** The Employer shall be responsible for the following costs, if any: Passport Renewal

Optional

(c) **Other Employee Costs:** The Employee shall be responsible for the following costs, if any: Pocket Money

Section 12. Termination of Employment and Departure. Either the Employer or the Employee may terminate this Contract at any time during the Employee's first year of employment for cause, for example employee misconduct or incompetence, or, after one year, without cause. In addition, if less than a year after the commencement of the Employee's employment, either the Employer or the Employee may terminate this Contract without cause by giving the other party at least one month's notice or, in the case of contract termination by the Employer, by paying the Employee at least one month's wages. If the Employee's employment by the Employer terminates for any reason, the Employee will not be permitted to remain in the U.S. and will be required to leave the U.S. promptly. In addition, the Employer will report the Employee's termination immediately to the Human Resources Service Center of the World Bank Group, which will report this information to the U.S. Department of State.

Mandatory

Section 13. Other Terms of Employment.

(a) **Mandatory Conditions.** The Employee's presence in the Employer's residence will not be required except during working hours. The Employee's passport, visa, I-94 card, copy of this employment contract in English and any other executed language, and all other personal property of the Employee will not be withheld by the Employer from the Employee for any reason.

Mandatory

(b) **Additional Terms of Employment.** The following additional terms of employment shall be required of the Employee: _____

_____. If the Employee is required to wear a uniform during working hours, the Employer shall provide the uniform and its cleaning at no expense to the Employee.

Optional

Initials: AM Employer EC Employee